

CONTRACT PERIOD THROUGH FEBRUARY 28, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **DUST STABILIZATION, USING EARTH/GRAVEL
METHODS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **FEBRUARY 20, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Steve Varscsak, Facilities Management
Carmen Ledesma, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **DUST STABILIZATION, USING EARTH/GRAVEL METHODS**

1.0 INTENT:

The intent of this Invitation For Bids is to procure the services of qualifying vacant lot dust control contractors who have the expertise and credentials to provide dust remediation through the means of utilizing earth/gravel methods. This specialized service is for the County's Facilities Management Department (FMD) and other County agencies on as-needed basis. This means responsive/responsible contractors shall be pre-qualified with 90-day firm fixed pricing. Pricing submitted will be held firm for ninety (90) days. As the services are required, each qualified contractor shall be provided a project site address and scope of work. The contractors will be asked to submit quotations to the County department.

The Environmental Protection Agency (EPA) promulgated the final Federal Implementation Plan (FIP) for Arizona, which addresses in part, the control of PM-10 emissions from vacant lots, unpaved parking lots, and unpaved roads. PM-10 refers to particulate matter in the air with diameters of ten (10) microns or less which has been proven to be a significant health hazard when present in significant concentrations.

The intent of this IFB is to provide soil stabilization treatment which will comply with EPA PM-10 rules related to vacant lots owned by Maricopa County, as defined in Federal Regulation 40 CFR Part 52, FRL-6511-3, 12/21/99 FIP, and Maricopa County Environmental Services Department, Air Quality Division, Rules 310 and 310.01. All the proposed work is located in Maricopa County.

This contract shall be awarded to multiple responsive\responsible bidder(s) based on application technologies as specified. Maricopa County reserves the right to add contractors to this contract throughout its term as required to ensure adequate competition.

2.0 TECHNICAL SPECIFICATIONS:

2.1 The work will consist of:

- (a) rock mulch, screened aggregate, gravel (RMSAG)
 - 1. **3/8" rock, washed, with very little fines**
 - 2. **Number 57 rock, washed, with very little fines**
- (b) construction of berms/swales
- (c) scarification and compaction
- (d) lot clean-up, weed control pre-emergent (**requires special licensing**)
- (e) water truck (**The County will pay for the water at the contractors cost plus 5% mark up or furnish the water.**)
- (f) vegetation

2.2 Rock Mulch/Screened Aggregate/Gravel:

2.2.1 Work shall be as directed by the County and will consist of fine grading, application of pre-emergent, placement of rock, and other miscellaneous items of work required for the completion of the RMSAG portion of the project. Pricing shall be by the square yard, inclusive of mobilization, materials, labor, de-mobilization, and any other construction activities required as part of the watering and compaction (if specified) portion of the project. Rock shall have very little fines.

2.2.2 Application:

A 2-inch layer (or unless otherwise notified, and based on the specific lot conditions) of RMSAG applied to the surface of the disturbed areas will reduce PM-10 emissions by raising the threshold wind velocity required to lift the large gravel particles (i.e., larger than 3/8-inch diameter), so that transport of the particles is not possible by wind speeds typical of the Maricopa County area. RMSAG blankets can work effectively on essentially any type of soil surface. Unless specified, compaction will not be necessary.

To prevent the loss of any protective RMSAG material into the soil, a permeable geotextile fabric may be placed between the soil and the gravel where necessary.

RMSAG could be placed on the disturbed areas from trucks or conveyors/stackers and can be dressed by a lightweight grader, which will effectively distribute the RMSAG. Contractor shall apply all gravel creating a smooth surface, uniform within 2-inch layer.

RMSAG applied to areas outside the limits of work disturbed by the Contractor will not be measured for payment.

2.3 Berms/Swales:

Work shall be as directed by the County and will consist of the construction of berms/swales utilizing on-site soil and other miscellaneous items of work required for the completion of the berm/swales portion of the project, and shall be compacted to a 90% density when tested in accordance with ASHTO T-99, Method A, or other approved method, once to a finished specification of a minimum of 20-inches high, 6-inches minimum top and a 45% slope with each leg being 20-inches, or other approved design. The berms shall be inset on the property a minimum of 3-feet (or appropriate setbacks) for sidewalks or roads. Pricing to be by the linear foot, inclusive of mobilization, grading, de-mobilization, and any other construction activities required as part of the berm/swales portion of the project.

2.4 Scarification and Compaction:

This section shall govern the scarification, mixing, and compaction of soil. This includes removal and disposal of all material (vegetation, roots, glass, and metal objects) other than soil or aggregate. Aggregate may be reincorporated into the soil, provided the aggregate does not protrude more than 2-inches above the surface or cause depressions in the surface greater than 9-square inches x 1-inch deep. Depressions will not be located within 10-feet in any direction of any other depression. On-site crushing of material for reincorporating will not be permitted. Existing grades and contours will be maintained, any removal of material which creates voids in the surface of more than 9-square inches x 1-inch deep, will require the addition of fill material. Fill material will be 100% passing #1 sieve, 0-25% passing #200 sieve. All unsuitable material shall be transported off county property, and disposed of in a legally accepted manner. Documentation of a such disposal will be required. All material that will be reincorporated into the soil must be pre-approved by the County. The moisture content shall be brought to that required for compaction by the addition of water, by the addition and blending of dry, suitable material or by the drying of existing material. The soil shall be scarified/loosened, via an agricultural type method, such as tilling, ripping, or by other soil preparation method(s), which achieves the same result to a depth of 6-inches. Sufficient grading shall be done to provide reasonable drainage within the limits of existing drainage patterns. The RMSAG shall be applied and incorporated into the soil thoroughly until the homogeneous mixture is obtained. This uniformity shall be consistent throughout the scarification depth of 6-inches. The material shall then be compacted to the relative specified density using both pneumatic and a minimum 10-ton steel roller drum compaction equipment. Scarified and compacted soils shall be constructed to achieve a uniform soil structure having a 90% density when tested in accordance with ASHTO T-99, method A, and T-191 or ASTM D-2922 and D-3017 with the percent of density adjusted in accordance with the rock correction procedures for maximum density determination, standard detail, to compensate for the rock content larger than that which will pass a #4 sieve.

2.5 Lot Clean-up:

This shall consist of removing/clearing over grown vegetation. All debris generated from this service must be removed by Contractor. This service also to include weed control via pre-emergent.

Note: If application of a chemical control is utilized, the contractor must have a current State of Arizona Structural Pest Control license, and proof of such must accompany bid package. If contractor does not have such license, a subcontractor who is licensed by the State may be used as a subcontractor. If the latter, copy of subs Structural Pest Control license must be submitted with bid, along with five references used by the sub. Additionally, it must be noted in writing in the bid that you will be using a sub to perform this service.

2.6 Water Truck:

There may be times when the use of a water truck may be needed for emergency dust control. The Contractor will have to be mobilize within twenty-four (24) hours from any notifications. **Contractor must supply the truck and the water for FMD sites. For Park & Recreation sites, water may be available on site. This will be known in the scope of work.**

- 2.7 **Vegetation:**
Increased vegetation of an affected area will reduce or eliminate the potential for fugitive dust, but can only be used in circumstances where no vehicular traffic is planned. The contractor will meet with the project manager at the site to ascertain what and where vegetation will be planted. This work shall be project quoted and may be subcontracted. Plants will be chosen for low water use.
- 2.8 **Existing Vegetation:**
Desired existing vegetation shall be protected using methods approved by the County. The Contractor and the County representative shall visit the site and a determination made as to which vegetation is to be saved. Equipment shall not be operated within the drip line of existing trees. Vegetation, landscape features and/or irrigation systems that are damaged, destroyed, or removed without consent of the County shall be replaced in kind and size and guaranteed for one (1) year at the Contractor's expense. If the Contractor replaces any vegetation due to damage, the care and maintenance of replacement vegetation shall include watering, pruning, and fertilization as required to ensure the vegetation becomes established within the 12-month warranty period.
- 2.9 **Adjacent Property:**
Care shall be taken to prevent disturbance of property adjacent to the areas to be stabilized. Adjacent property disturbed by construction activities without the consent of the County shall be restored to its original condition at the Contractors' expense. Restoration requiring replacement of vegetation shall be in accordance with these specifications.
- 2.10 The Contractor assigned to this contract shall not start any job without prior approval from the County.
- 2.11 Application of the products in accordance with these specifications and as described in the application methods submittal shall provide a stabilized surface, as defined herein and in accordance with the test methods provided in these specifications, for a minimum of twelve (12) months from completed application of product (warranty). Any section of the lot that is violated by human activity, not authorized by the Contractor, shall void the warranty for that damaged section. At the County's option, the Contractor may retreat the damaged area at additional cost and thus reinstate the full warranty.
- 2.12 **General Requirements:**
The Contractor will be responsible for all permits and review fees. The Contractor is specifically reminded of the need to obtain the necessary Maricopa County dust control permits for any earthmoving activities and other environmental permits or files the necessary environmental notices. Copies of these permits and notices must be provided to the FMD Project manager.

Arrangement for construction water is the Contractor's responsibility.

The contractor is responsible for obtaining the services of utility line locator companies prior to commencement of any digging activities.
- 2.13 **Project Work/Time and Materials Work:**
Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING.
- 2.13.1 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work.
- 2.13.2 The County's project quote sheet will contain the following information:
 The contract serial number and name;
 Name and address of site;
 FMD site ID number;
 Detailed scope of work,
 Other information relative to the SOW,
 Project cost,
 Check box for "will quote" or "will not quote" the project,
 Deadlines for quote delivery,
 Signature line for both the County and the Contractor

- 2.13.3 After site review of the project, all contractors listed under this contract must submit the project quote sheet back to the requestor, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.
- 2.13.4 The submitted project price quote to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring this additional cost without payment. ALL contractors are to have an opportunity to quote on project work, and the County user agencies MUST ensure all contractors of record for dust control/earth and gravel service receive such documentation.
- 2.13.5 Dependant on the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered "non-responsive".
- 2.13.6 Contractors shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.
- 2.13.7 This contract may also be used for time and materials work (under \$1,000) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be \$1,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.
- Each bidder shall be ranked as first call, second call, third call, and so on. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.
- 2.14 The driver of the vehicle dispersing the product MUST have a minimum of 6-months application experience -- or-- the driver is to be accompanied by someone with application experience. Failure of Contractor following this requirement will cause the County to cancel the application and all mobilization and demobilization cost to be incurred by the Contractor, including cost to unload the truck back to his supplier.
- 2.15 Tax:
No tax shall be levied against labor (with exceptions noted). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.
- 2.16 Invoicing:
Invoicing must be sent to the User Agency making the request to the Contractor for the services. The Facilities Management Department will generate most requests. Should this be the case, send to:
- Facilities Management
401 W. Jefferson St.
Phoenix, AZ 85003
- For project work, the invoice MUST contain:
Contract serial number;
Purchase order number (or, if paid by purchase card, so noted);
Terms as bid;
Site name, address, and FMD site number;
Project cost;
Construction tax;
Total cost

For Time and Materials work:
 Contract serial number;
 Purchase order number (or if paid by purchase card, so noted);
 Terms as bid;
 Site name, address, and FMD site number;
 Square yard unit bid (or if labor, labor unit bid);
 Total square yards (or if labor, total hours);
 Materials used;
 Sales tax on materials only;
 Total

Invoices received without these requirements shall be returned to the Contractor, further delaying payment.

- 2.17 Acceptance:
 Upon successful completion of the performance period, the service shall be deemed accepted and the warranty period begins. All documentation shall be completed and submitted to the user agency prior to final acceptance.
- 2.18 Delivery:
 It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.
- 2.19 References:
 Contractors must provide at least five (5) reference accounts to which they are presently providing this service. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a Three- (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of Two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.2 **Insurance Requirements.**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.3.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 3.3.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.2.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.3.3 Builders' Risk (Property) Insurance.

The **CONTRACTOR** shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the **COUNTY** has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the **COUNTY**, the **CONTRACTOR**, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the **COUNTY**. For new construction projects, the **CONTRACTOR** agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, the **CONTRACTOR** agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property comes under **CONTRACTOR'S** control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builder's Risk insurance shall be primary and not contributory.

Required coverages may be modified by an amendment to the Contract documents.

If the Contract requires testing of materials or other similar operations, at the option of the **COUNTY**, the **CONTRACTOR** will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

3.3.4 Certificates of Insurance.

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.4 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability maybe considered non-responsive and not eligible for award consideration.

3.5 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability maybe considered non-responsive and not eligible for award consideration.

3.6 **INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, LEAD PROCUREMENT CONSULTANT, 602-506-3450
(sdahle@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Steve Varscsak, FMD 602-506-3450

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON NOVEMBER 6, 2001 AT 9:00 AM AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

HAYDON BUILDING CORPO, 4640 E. MCDOWELL ROAD SUITE #1, PHOENIX, AZ 85008-1495

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO 1.0 %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET S017912/B0604571

1.0 PRICING: 4th CALL

Per specifications, pricing for dust remediation stabilization services, earth/gravel application:

The following prices are for time & materials only. Project work to be quoted separately.

Pricing includes mobilization/demobilization.

- | | | |
|-------|---|--------------------------------|
| 1.1 | Rock mulch/screened aggregate: | |
| 1.1.1 | 3/8" washed with very little fines | \$ <u>14,200.00</u> per acre |
| 1.1.2 | Number 57 rock washed with very little fines | \$ <u>13,200.00</u> per acre |
| 1.2 | Berms/swales: | \$ <u>5.90</u> per linear foot |
| 1.3 | Scarification and compaction: | \$ <u>5,800.00</u> per acre |
| 1.4 | Lot clean-up | |
| | Note: Lot clean-up will be individual project quoted by all vendors of record | |
| 1.5 | Water truck: | \$ <u>719.70</u> per day |
| 1.5.1 | | <u>4000</u> gallons per truck |
| 1.6 | Weed control, pre-emergent: | \$ <u>990.00</u> per acre* |
| 1.7 | Consultation services: | \$ <u>96.00</u> per hr. |
| 1.8 | Labor, for services outside the scope of contract: | \$ <u>29.35</u> |
| 1.9 | Additional product, cost plus: | <u>15</u> % |

***Structural Pest Control license required**

Terms:	NET 30
Federal Tax ID Number	86-0782387
Vendor Number:	860782387
Telephone Number:	602/296-1496
Fax Number:	602/296-1495
E-Mail Address (REP)	label@haydonbc.com
Company Web Site:	www.haydonbc.com
Contact Person	Larry Abel
Contract Period:	To cover the period ending February 28, 2005.

MDI ROCK, PO BOX 71369 30881, PHOENIX, AZ 85050 85046

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☐ NO ☒

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET S017912/B0604571

1.0 PRICING: 2nd CALL

Per specifications, pricing for dust remediation stabilization services, earth/gravel application:

The following prices are for time & materials only. Project work to be quoted separately.

Pricing includes mobilization/demobilization.

- | | | |
|-------|---|--------------------------------|
| 1.1 | Rock mulch/screened aggregate: | |
| 1.1.1 | 3/8" washed with very little fines | \$ <u>8,210.67</u> per acre |
| 1.1.2 | Number 57 rock washed with very little fines | \$ <u>7,315.92</u> per acre |
| 1.2 | Berms/swales: | \$ <u>4.10</u> per linear foot |
| 1.3 | Scarification and compaction: | \$ <u>2,000.00</u> per acre |
| 1.4 | Lot clean-up | |
| | Note: Lot clean-up will be individual project quoted by all vendors of record | |
| 1.5 | Water truck: | \$ <u>800.00</u> per day |
| 1.5.1 | | <u>4000</u> gallons per truck |
| 1.6 | Weed control, pre-emergent: | \$ <u>250.00</u> per acre* |
| 1.7 | Consultation services: | \$ <u>40.00</u> per hr. |
| 1.8 | Labor, for services outside the scope of contract: | \$ <u>40.00</u> |
| 1.9 | Additional product, cost plus: | <u>25</u> % |

***Structural Pest Control license required**

Terms:	NET 30
Federal Tax ID Number	86-0732974
Vendor Number:	860732974 B A
Telephone Number:	602/569-8722
Fax Number:	602/569-9240
E-Mail Address (REP)	mdirock@aol.com
Contact Person	Mike Denny
Contract Period:	To cover the period ending February 28, 2005.

PHOENIX DEMOLITION COMPANY AND SALVAGE INC., PO BOX 1670, MESA, AZ 85211

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☐ N/A ☐ NO ☐ %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET S017912/B0604571

1.0 PRICING: 1st CALL

Per specifications, pricing for dust remediation stabilization services, earth/gravel application:

The following prices are for time & materials only. Project work to be quoted separately.

Pricing includes mobilization/demobilization.

- | | | |
|-------|---|-------------------------|
| 1.1 | Rock mulch/screened aggregate: | |
| 1.1.1 | 3/8" washed with very little fines | \$ 5,990.00 per acre |
| 1.1.2 | Number 57 rock washed with very little fines | \$ 5,990.00 per acre |
| 1.2 | Berms/swales: | \$ 4.76 per linear foot |
| 1.3 | Scarification and compaction: | \$ 2,575.00 per acre |
| 1.4 | Lot clean-up | |
| | Note: Lot clean-up will be individual project quoted by all vendors of record | |
| 1.5 | Water truck: | \$ 420.00 per day |
| 1.5.1 | | 2400 gallons per truck |
| 1.6 | Weed control, pre-emergent: | \$ 235.00 per acre* |
| 1.7 | Consultation services: | \$ 33.00 per hr. |
| 1.8 | Labor, for services outside the scope of contract: | \$ 28.00 |
| 1.9 | Additional product, cost plus: | 6 % |

***Structural Pest Control license required**

Terms:	2% 30 DAYS NET 30
Federal Tax ID Number	86-0927620
Vendor Number:	860927620 A
Telephone Number:	480/649-0100
Fax Number:	480/649-6210
E-Mail Address (REP)	phoenixdemo@uswest.net
Company Web Site:	www.phoenixdemolitionco-salvageinc.uswestdex.com
Contact Person	Scott Sterne
Contract Period:	To cover the period ending February 28, 2005.

QUALEX CONSTRUCTION INC., 7205 E. SUPERSTITION SPRINGS SUITE #1171, MESA, AZ 85208

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNTS

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET S017912/B0604571

1.0 PRICING: 3rd CALL

Per specifications, pricing for dust remediation stabilization services, earth/gravel application:

The following prices are for time & materials only. Project work to be quoted separately.

Pricing includes mobilization/demobilization.

- | | | |
|-------|---|--------------------------|
| 1.1 | Rock mulch/screened aggregate: | |
| 1.1.1 | 3/8" washed with very little fines | \$ 11,500.00 per acre |
| 1.1.2 | Number 57 rock washed with very little fines | \$ 12,000.00 per acre |
| 1.2 | Berms/swales: | \$ 70.00 per linear foot |
| 1.3 | Scarification and compaction: | \$ 3,950.00 per acre |
| 1.4 | Lot clean-up | |
| | Note: Lot clean-up will be individual project quoted by all vendors of record | |
| 1.5 | Water truck: | \$ 544.00 per day |
| 1.5.1 | | 4000 gallons per truck |
| 1.6 | Weed control, pre-emergent: | \$ 500.00 per acre* |
| 1.7 | Consultation services: | \$ 30.00 per hr. |
| 1.8 | Labor, for services outside the scope of contract: | \$ 19.00 |
| 1.9 | Additional product, cost plus: | 6 % |

***Structural Pest Control license required**

Terms:	NET 30
Federal Tax ID Number	86-0896032
Vendor Number:	860896032
Telephone Number:	480/642-8353
Fax Number:	480/642-8621
E-Mail Address (REP)	qualexcnst@aol.com
Contact Person	Brian Beeter
Contract Period:	To cover the period ending February 28, 2005.